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Ofer D.



Cortez III Service Corporation
NASA Goddard Space Flight Center
Code 239, Building 27
Greenbelt, MD 20771
301-286-6388/1774(fax)

Fax Transmittal Sheet Page 1 of 15

Date: June 25, 2001

To: Stanley R. Schneider
Assoc. Dir. For Technology Transition
and Senior NASA Official
NPOES Integrated Program Office

Phone: 301, 427 2121
Fax: 301, 427 2164

Subject: Dept. of State Case TA 1146.01

From: ODELL YOUNG

Phone: 301-286-6388

Note: Attached is the subject case for your review and comment.
Please provide your comments to me by email. NASA HQS has
requested we reply within ten days.



DTC CASE REFERRAL DOCUMENT

ADMIN USE 	DATE STAFFED MAY 31 2001	DTC CASE NUMBER TA1146-01					
APPLICANT:							
<input checked="" type="checkbox"/> Advisory Opinion	<input type="checkbox"/> Agreement - [Mfg], [Tech Assist], [Distribution]	<input type="checkbox"/> Brokering Request					
DTC CASE OFFICER:							
DTC Comments:							
Recommendations and Comments Are Requested From:							
<input checked="" type="checkbox"/>	DTRA/LD	<input type="checkbox"/>	NEA/RA	<input type="checkbox"/>	DRL/MLA	<input type="checkbox"/>	Transmittal Letter
<input checked="" type="checkbox"/>	NASA	<input type="checkbox"/>	EAP/RSP	<input type="checkbox"/>	OES	<input type="checkbox"/>	Attachments, stated on appl
<input type="checkbox"/>	ENERGY	<input type="checkbox"/>	EUR/RPM	<input type="checkbox"/>	PM/RSAT	<input type="checkbox"/>	Tech data/Descrip Literature
<input type="checkbox"/>	DOT/USCG	<input type="checkbox"/>	AF/RA	<input type="checkbox"/>	NP/CBM	<input type="checkbox"/>	Statement of Work
<input type="checkbox"/>	COMMERCE	<input type="checkbox"/>	WHA/PPCP	<input type="checkbox"/>	DTC/CEB	<input type="checkbox"/>	Order/Ltr of Intent/Contract
<input type="checkbox"/>	L/PM	<input type="checkbox"/>	SA/RA	<input type="checkbox"/>	DTC/	<input type="checkbox"/>	Copy of Agreement
<input type="checkbox"/>	PKRC	<input type="checkbox"/>	EUR/PRA	<input checked="" type="checkbox"/>	PM/ECNP	<input type="checkbox"/>	Copy of previous Approvals
<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>	End Use Certificate/DSP-83
<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>	Import Authorization
<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>	Other (videocassette, etc.)
<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>	Nothing
<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>	# of Collated Sets

REPLY HERE AND RETURN TO DEPARTMENT OF STATE, OFFICE OF DEFENSE TRADE CONTROLS, WASHINGTON, D.C. 20520-0206. Recommendations within 25 working days of date staffed are appreciated. PROVIDE COMMENTS FOR ANY RECOMMENDATION TO DENY OR RETURN WITHOUT ACTION (RWA).

RECOMMENDATION & COMMENTS:

APPROVE	APPROVE <i>WITH</i> PROVISIO	RWA	DENY
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COMMENTS:

Typed/Printed NAME AND OFFICE SYMBOL

SIGNATURE

DATE:

Telephone Number:

LICENSE NO.**DATE:** 5/18/01**TO:** DTC / ALD - Missiles and Space**FROM:** Russell VanDegrift, Debi Davis, Gregory Crutcher, TRW
1201-3913, (703) 276-5088; (703) 276-5024 - fax**SUBJECT:** Category XV Transmittal**SUMMARY:**

This is a request for a TAA between TRW and Centre Nationale d'Etudes Spatiales (CNES) of France to discuss the sensor operating performance and interface of the Surface Data Collection (SDC) sensor (French equivalent known as Argos Data Collection System) for the National Polar-orbiting Operational Environmental Satellite System (NPOESS).

VALUE:

The estimated value the agreement is \$150,000.00 (USD) for technical assistance and defense services. No export of hardware is contemplated in this Program Definition and Risk Reduction (PDRR) phase of NPOESS.

FOREIGN PERSONS:

Centre Nationale d'Etudes Spatiales (CNES)
18 Ave. Belin
Toulouse, France 31401

PRECEDENT CASES INVOLVING SAME FOREIGN PERSON(S):

None

WHEN AUTHORIZATIONS ARE NEEDED:

September 2001



TRW Inc.

Executive Offices
1001 Nineteenth St. North
Suite 800
Arlington, VA 22209
703.276.5100

May 18, 2001
01.A531.RJV.AG.158

Mr. William J. Lowell, Director
Office of Defense Trade Controls
PM/DTC, Room 1304, SA-1
U.S. Department of State
Washington, DC 20037

Subject: Proposed TAA between TRW and Centre Nationale d'Etudes
Spatiale (CNES) of France for work on the Surface Data Collection
(SDC) Sensor for the National Polar-orbiting Operational
Environmental Satellite System (NPOESS)

Reference: PM/DTC Applicant Code 1201-3913

Dear Mr. Lowell:

This is a request for a Technical Assistance Agreement (TAA) between TRW and Centre Nationale d'Etudes Spatiale (CNES) of France to work on the sensor operating performance and interface of the Surface Data Collection (SDC) as part of the Program Definition and Risk Reduction (PDRR) phase of the U.S. National Polar-orbiting Operational Environmental Satellite System (NPOESS).

NPOESS is the next-generation U.S. low-earth, polar orbiting meteorological satellite system, designed to meet the needs of both civil and military users. NPOESS is jointly funded by the U.S. Air Force and the National Oceanic and Atmospheric Administration (NOAA), and managed by an integrated program office (IPO). NOAA has lead agency responsibility. The U.S. Air Force is in charge of the procurement. NASA is in charge of technology transition.

CNES has developed the Argos Data Collection System which is a global system for locating, collecting and transmitting data from remote fixed and moving transmitters via U.S. Government-owned polar-orbiting satellites equipped with the French Argos instrument. The U.S. name for the Argos capabilities as applied to NPOESS is Surface Data Collection (SDC).

This proposed TAA is for the purposes of TRW requesting a proposal from CNES for NPOESS SDC and for TRW evaluation of CNES' proposal.

The enclosed TAA relates to unclassified technical assistance and defense services for the NPOESS program.

Encryption

The hardware technical data developed pursuant to the Agreement will not contain U.S. Government Communications Security/Transmission Security (COMSEC/TRANSEC); U.S. Government TEMPEST information, or data links and ECCM/Frequency Hopping.

In accordance with 22 CFR 124.12(a) the following information is provided:

(a)(1) TRW Inc. Defense Trade Controls Registration Number is 1201-3913.

(a)(2) Technical assistance and defense services will be provided to:

Centre Nationale d'Etudes Spatiale (CNES)
18 Ave. Belin
Toulouse, France 31401

Technical assistance and technical data as described in the Technical Interchange Summary (Exhibit B), such as: minutes of Technical Interchange Meetings and responses to action items, performance specifications, periodic revisions of the Interface Requirement Document, ancillary spacecraft data, simulated performance data, risk identification and mitigation plans, as well as plans required to support a smooth transition to the NPOESS EMD phase.

(a)(3) The technical data associated with this application is was developed by TRW under the NPOESS PDRR Contract F04701-00-C-0500, NPOESS ATSP Study F04606-95-D-0069, NASA's Earth Observing System (EOS) Common Spacecraft Contract NAS5-32954, and independent research and development projects.

(a)(4) No U.S. Military security classified information will be transferred under this agreement.

(a)(5) No invention secrecy order has been issued by the U.S. Patent and Trademark Office with respect to this activity.

(a)(6) The proposed Agreement is valued at \$150,000 (USD) for technical data and assistance. No export of hardware is contemplated in this PDRR phase. The program will last approximately five years, ending December 31, 2006. Pursuant to 22 CFR Part 130, no political contributions, fees or commissions have been paid in connection with this procurement.

(a)(7) No foreign military sales, credits or loan guarantees are or will be involved in financing this Agreement.

(a)(8) No U.S. Government classified information will be provided under this Agreement.

(a)(9) No U.S. Government classified information will be provided under this agreement.

REQUIRED STATEMENTS

(b)(1) If the Agreement is approved by the Department of State, such approval will not be construed by TRW as passing on the legality of the Agreement from the standpoint of antitrust laws or other applicable statutes, nor will TRW construe the Department's approval as constituting either approval or disapproval of any of the business terms or conditions between the parties to the Agreement.

(b)(2) TRW will not permit the proposed Agreement to enter into force until it has been approved by the Department of State.

(b)(3) TRW will furnish the Department of State with one copy of the signed Agreement within 30 days from the date that the Agreement is concluded and will inform the Department of the Agreement's termination not less than 30 days prior to expiration and provide information on the continuation of any foreign rights or the flow of technical data to the foreign party. If a decision is made to not conclude the proposed Agreement, TRW will so inform the Department within 60 days.

(b)(4) If this agreement grants any rights to sub-license, it will be amended to require that all sub-licensing arrangements incorporate all the provisions of the basic agreement that refer to the U.S. Government and the Department of State (i.e., 22 CFR 124.9 and 124.10).

To facilitate U.S. Government consideration of this request, the Agreement contains the following provisions currently required by the ITAR:

Pursuant to 22 CFR 124.7:

- | | |
|----------|---|
| 124.7(1) | No Hardware |
| 124.7(2) | TAA Statement of Work-Exhibit A, Technical Interchange Summary-Exhibit B, and TAA Interface Requirements Document for NPOESS Spacecraft and Sensors-Exhibit C |
| 124.7(3) | Article II-TAA |
| 124.7(4) | Preamble-TAA |

Pursuant to 22 CFR 124.8:

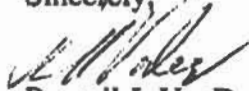
- | | |
|----------|---------------|
| 124.8(1) | Article IV(a) |
| 124.8(2) | Article IV(b) |
| 124.8(3) | Article IV(c) |
| 124.8(4) | Article IV(d) |
| 124.8(5) | Article IV(e) |
| 124.8(6) | Article IV(f) |

No export of hardware is contemplated in the PDRR phase, therefore TRW is not requesting use of the 22 CFR 123.16(b)(1) exemption for this Agreement. This Agreement relates to U.S. Munitions List Category XV(f), technical data and defense services related to Category XV(e), parts and components of a satellite. This category is not designated as Significant Military Equipment (SME). As such, a Nontransfer and Use Certificate, Form DSP-83, as required for SME, is not attached in accordance with 22 CFR 124.10.

The services provided by TRW in connection with this Agreement will be performed in France and the United States. Transfer of technical data and defense services will be done orally, via video and teleconference, via e-mail, via fax, or hand-carried and delivered by TRW employees. Additional copies of hard copy data may be sent via DHL, Federal Express or equivalent express carriers.

If any U.S. Government agency requires further information related to the application, please contact me at 310.813.5775 or Greg Creeser at 703.276.5088. For further technical information, please contact Ed Mitchell at 310.812.9042.

Sincerely,



Russell J. VanDegrift
TRW Space & Electronics
Export/Import Compliance Manager

- Enclosures: 1. 22 CFR 126.13 Certification Letter
 2. Proposed TAA
Supporting Documentation
 3. Background Information on SDC

TRW

TRW Inc.

Executive Offices
1001 Nineteenth St. North
Suite 800
Arlington, VA 22209
703.276.5100

EML #1

May 18, 2001

Mr. William J. Lowell, Director
Office of Defense Trade Controls
PM/DTC, Room 1304, SA-1
U.S. Department of State
Washington, DC 20037

Subject: Part 126 Certification Letter

Dear Mr. Lowell:

I, the undersigned, am a U.S. person as defined in 22 CFR 120.15 and am a responsible official empowered by the applicant to certify the following in compliance with 22 CFR 126.13:

- (1) Neither the applicant, its chief executive officer, president, vice presidents other senior officers or officials (e.g., comptroller, treasurer, general counsel) or any member of its board of directors is:
 - (a) the subject of an indictment for or has been convicted of violating any of the U.S. criminal statutes enumerated in 22 CFR 120.27 since the effective date of the Arms Export Control Act, Public Law 94-329, 90 Stat. 729 (June 30, 1976); or
 - (b) ineligible to contract with, or to receive a license or other approval to import defense articles or defense services from, or to receive an export license or other approval from any agency of the U.S. Government.
- (2) To the best of the applicants knowledge, no party to the export as defined in Section 126.7 (e) has been convicted of violating any of the U.S. criminal statutes enumerated in 22 CFR 120.27 since the effective date of the Arms Export Control Act, Public Law 94-329, 90 Stat. 729 (June 30, 1976), or is ineligible to contract with, or to receive a license or other approval to import defense articles or defense services from, or to receive an export license or other approval from any agency of the U.S. Government; and
- (3) The natural person signing the application for license, notification or other request for approval is a responsible official who has been empowered by the applicant as defined in 22 CFR 120.25 and is a citizen of the United States.
- (4) I am a citizen of the United States.

Sincerely,



Russell J. VanDegrift
TRW Space & Electronics
Export/Import Compliance Manager

ENC #2

**TECHNICAL ASSISTANCE AGREEMENT
TAA**

This Agreement, effective as of the _____ day of _____, 2001, is between TRW Space & Electronics (hereinafter called "TRW"), an Ohio corporation, having a place of business at One Space Park, Redondo Beach, California, 90278, United States of America, and Centre Nationale d'Etudes Spatiales (hereinafter called "CNES"), having a place of business at 18 Ave. Belin, Toulouse, France 31401.

WHEREAS, TRW has entered a prime contract with the U.S. Government for the Program Definition and Risk Reduction (PDRR) phase of the National Polar-orbiting Operational Environmental Satellite System (NPOESS) program that requires TRW to develop technical plans, designs and analyses for the system which include the acquisition, integration and test of leveraged sensors and delivery of NPOESS sensor packages to other Government and international agencies; and

WHEREAS, CNES has developed the Surface Data Collection (SDC) sensor hardware, and the SDC is of a class of sensors that the NPOESS prime contractor will receive as U.S. Government Furnished Equipment (GFE); and

WHEREAS, TRW and CNES contemplate the transfer of technical data, and services relating to sensor operating performance and interface of the SDC to the NPOESS spacecraft will take place in France and the United States;

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the parties agree as follows:

I. Technical Assistance

TRW will provide technical data, and services (hereinafter called "technical assistance") to CNES as set forth in Exhibit A—Statement of Work (SOW), Exhibit B—Technical Interchange Summary, and Exhibit C—Interface Requirements Document (IRD) for National Polar-orbiting Operational Satellite System (NPOESS) Spacecraft and Sensors.

The technical assistance provided by TRW to CNES shall not include the following:

- a. TRW proprietary software.
- b. U.S. classified military security information.

CNES agrees to use the technical data and technical assistance only as specified in Article IV (e) hereof.

II. Term

Subject to Article IV(a), below, this Agreement shall commence on the date hereof and continue in force for five (5) years from the date hereof, not to exceed December 31, 2006.

III. Security Requirements

No classified information will be transferred under this agreement. Nevertheless, this Agreement shall be subject to all applicable security requirements binding upon all parties.

IV. Required Clauses

In accordance with Title 22 of the U.S. Code of Regulations, Part 124, the following terms and conditions apply to this Agreement.

a. This Agreement shall not enter into force, and shall not be amended or extended, without the prior written approval of the Department of State of the U.S. Government.

b. This Agreement is subject to all United States laws and regulations relating to exports and to all administrative acts of the U.S. Government pursuant to such laws and regulations.

c. The parties to this Agreement agree that the obligations contained in this Agreement shall not affect the performance of any obligations created by prior contracts or subcontracts which the parties may have individually or collectively with the U.S. Government.

d. No liability will be incurred by or attributed to the U.S. Government in connection with any possible infringement of privately owned patent or proprietary rights, either domestic or foreign, by reason of the U.S. Government's approval of this Agreement.

e. The technical data or defense service exported from the United States in furtherance of this Agreement and any defense article which may be produced or manufactured from such technical data or defense service may not be transferred to a person in a third country or to a national of a third country except as specifically authorized in this Agreement unless the prior written approval of the Department of State has been obtained.

f. All provisions in this Agreement which refer to the United States Government and the Department of State will remain binding on the parties after termination of this Agreement.

V. Publication

No press release or other disclosure with respect to this Agreement or any activity in connection therewith will be made by any party except with the consent of all others.

VI. Proprietary Information

Except otherwise provided in this Agreement, all information (except for (i) information that is otherwise in the public domain at the time of disclosure or thereafter through no fault of the receiving party, (ii) information that is known by the recipient at the time of disclosure or (iii) information disclosed to receiving party without restriction by a party that is not a party to this Agreement) disclosed by any party to another party hereunder will be held in strict confidence and safeguarded by the recipient to the same extent that the recipient safeguards its own proprietary information. Any such proprietary information disclosed by a party shall be used by the recipient only for the purposes set forth in this Agreement, but in no event shall the recipient use the proprietary information of a disclosing party for the manufacture or construction of any component without the express written consent of the disclosing party.

VII. Notice

Any notice given hereunder shall be mailed postage prepaid to the following respective addresses:

If to CNES, to:

Centre Nationale d'Etudes Spatiale
18 Ave. Belin
Toulouse, France 31401
Attention: Mr. Patrick Vincent

If to TRW, to:

TRW Space & Electronics
TRW Inc.
One Space Park R10-2352
Redondo Beach, CA 90278
United States of America
Attention: Mr. Edward H. Mitchell

or to such other address as either party shall have so notified to the other.

VIII. Assignment

No party will make any assignment of its rights or obligations hereunder in whole or in part, except as to the receipt of payments, without the consent of the other parties.

IX. Relationship

Except as may be expressly provided to the contrary herein, neither anything in this Agreement nor any acts of the parties shall create the relationship of principal and agent, or partners, or joint ventures, or of any equivalent association between the parties.

X. Limitation of Liability

In no event will any party hereto be liable to the other party for loss of profits or for any indirect, incidental, special, or consequential damages, however caused, whether as a consequence of the negligence of the one party or otherwise. No rights or obligations other than those expressly recited herein are to be implied from this Agreement. No party makes any warranty or representation as to information transmitted pursuant hereto.

XI. Miscellaneous

This Agreement constitutes the entire understanding and agreement of and among the parties with respect to the subject matter hereof, and supersedes all prior representations and agreements, verbal or written. This Agreement shall not be varied, except by an instrument in writing of subsequent date, duly executed by an authorized representative of each party. Paragraph headings herein are for convenience only and shall not limit in any way the scope or interpretation of any provision of this Agreement. The validity, construction, scope, and performance of this Agreement shall be governed by the laws of the State of New York, U.S.A., applicable to agreements made and to be performed wholly within such jurisdiction.

In witness whereof the parties have caused this instrument to be executed as of this _____ day of _____, 2001.

TRW Inc.
TRW Space & Electronics
of the United States of America

Centre Nationale d'Etudes Spatiales
of France

By: _____

By: _____

Title: _____

Title: _____

**Exhibit A to TAA
Statement of Work**

Applicable to the Surface Data Collection (SDC) Sensor for NPOESS

1. Allocate mission requirements to the space segment and subsystems, and identify associated cost/performance/supportability/risk/schedule sensitivities and trades.
2. Define SDC performance for a smooth transition to Engineering Manufacturing Development (EMD) to achieve the system requirements within schedule constraints.
3. Define, coordinate, and obtain approval of internal and external interface requirement.
4. Identify risk in critical areas, develop risk mitigation plans.
5. Conduct logistics support analysis of the space segment operations for NPOESS. Conduct logistics support analysis, fully integrated within the systems engineering process, of the space, Interface Data Processor (IDP), and C3 segment operations of NPOESS to define support requirements. Implement the planning process and activities necessary to support test & evaluation (T&E) and subsequent EMD efforts.
6. Support the development of a test and evaluation program for government and contractor design test & evaluation (DT&E) and initial operations test & evaluation (IOT&E).
7. Develop plans to accept government furnished equipment (e.g., sensors, algorithms).
8. Provide flexible and innovative management of program cost, schedule, performance, risks, contracts and subcontracts, and data required to deliver an effective and affordable system design.
9. Provide effective working relationships with the IPO, sensor contractors, other IPO suppliers, associate contractors, and external agencies.
10. Participate in working groups with the government and other IPO contractors and any sub-working groups that may arise, as appropriate.

Exhibit B to TAA

Technical Interchange Summary

Applicable to the Surface Data Collection (SDC) Sensor for NPOESS

1. Minutes of Technical Interchange Meetings and responses to action items agreed to in these meetings
2. SDC performance specification document and periodic revisions
3. NPOESS Spacecraft and Sensors interface requirements contained in Exhibit C: *Interface Requirements Document (IRD) for National Polar-orbiting Operational Environmental Satellite System (NPOESS) Spacecraft and Sensors*, and periodic revisions
4. Ancillary spacecraft data needed to support the SDC operational algorithms
5. Simulated performance data using sensor hardware model and processing algorithms
6. Technical data related to the NPOESS PDRR program developed by TRW using independent research & development and other private funds
7. Sensor risk management document: risk identification and risk mitigation plans
8. Plans required to support a smooth transition to the NPOESS EMD phase
 - sensor logistic support plan
 - sensor test & evaluation plan

Exhibit C to TAA**Detail for Technical Interchange Summary Item 4**

NPOESS spacecraft and sensors interface requirements contained in Exhibit C: *Interface Requirements Document (IRD) for National Polar-orbiting Operational Environmental Satellite System (NPOESS) Spacecraft and Sensors*, and periodic revisions.

Document not mailed

*** TX REPORT ***

TRANSMISSION OK

TX/RX NO	2685
CONNECTION TEL	917036935392
SUBADDRESS	
CONNECTION ID	11MSS/DPC0
ST. TIME	06/26 10:56
USAGE T	03'39
PGS. SENT	12
RESULT	OK

8455 COLESVILLE ROAD, SUITE 1450
SILVER SPRING, MD 20910
TELEPHONE (301)427-2084, EXTENSION 145 ✓
FAX (301)427-2164/2151 ✓

NPOESS/IPO

Fax

To: LINDA COLLINS From: BARBARA S. POLSTON
Fax: (703) 693-5392 Pages: 11 + COVER
Phone: _____ Date: 26 Jun 01
Re: TECH APPRAISAL CC: _____

☐ Urgent ☐ For Review ☐ Please Comment ☐ Please Reply ☐ Please Recycle

• Comments: